

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Re Application of:

Rory Lynn Van Tuyl

Examiner: Connelly-Cushwa, M.

Serial No.: 10/650,255

Art Unit: 2874

Filing Date: August 27, 2003

For: METHOD AND SYSTEM FOR
 GENERATING LOW JITTER NRZ
 OPTICAL DATA UTILIZING AN
 OPTICAL PULSE STRETCHER

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

TERMINAL DISCLAIMER TO OBVIATEPROVISIONAL DOUBLE PATENTING REJECTION (37 CFR § 1.321(c))

Dear Sir:

1. Name of Assignee: Agilent Technologies, Inc.

Address of Assignee: 3500 Deer Creek Road

Palo Alto, California 94303

03/02/2005 LWONDIW1 00000018 501078 10650255

01 FC:1814 130.00 DA

2. The Assignee certifies to the best of Assignee's knowledge and belief that Assignee has the entire right, title, and whole interest in and to the above referenced patent application, and represents that the undersigned is authorized to sign on behalf of the above-referenced Assignee.

3. On information and belief, a copy of an assignment that evidences placement of title of the above-referenced Application in the Assignee is attached hereto.

A certificate under 37 CFR 3.73(b) is filed herewith regarding the above and establishing the right of the assignee to take action in the above referenced patent application.

4. Disclaimer

The terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as shortened by any terminal disclaimer filed prior to the grant of any patent granted on the pending second Application No. 10/325,198, filed on 12/18/2002, of any patent on the pending second Application, forming the basis of the double patenting rejection is hereby disclaimed except as provided below, and it is agreed that any patent so granted on the above-identified application shall be enforceable only for, and during, such period that the legal title to said patent shall be the same as the legal title to any patent granted on the pending second Application; this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, disclaimant does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the pending second Application in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims canceled by a reexamination certificate, is reissued or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant, except for the separation of legal title stated above.

5. Fee Payment. Payment is enclosed. Authorization is given to take any additional fee payment due under 37 CFR §1.20(d) from our Deposit Account: 50-1078. The attorney of record is empowered to sign on behalf of Assignee.

6. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

WAGNER, MURABITO & HAO LLP

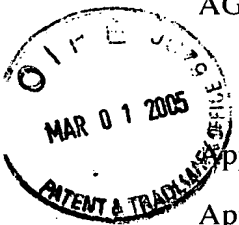
Dated: _____

2/28/05



James P. Hao
Registration No. 36,398

WAGNER, MURABITO & HAO LLP
Two North Market Street
Third Floor
San Jose, CA 95113
(408) 938-9060



CERTIFICATE UNDER 37 CFR 3.73(b)

Applicant: Rory Lynn Van TuylApplication No.: 10/650,255 Filed: August 27, 2003For: METHOD AND SYSTEM FOR GENERATING LOW JITTER NRZ OPTICAL DATA UTILIZING AN OPTICAL PULSE STRETCHERAgilent Technologies, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application identified above. The assignment, a copy thereof, is attached.
- B. ☐ A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

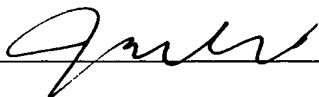
1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name: James P. Hao Title: AttorneySignature:  Date: 2/24/05

When recorded please return to:

AGILENT TECHNOLOGIES, INC.
Legal Department, DL429
Intellectual Property Administration
P. O. Box 7599
Loveland, Colorado 80537-0599

PATENT APPLICATION

ATTORNEY DOCKET NO. 10031099 -1

ASSIGNMENT OF PATENT APPLICATION

I/We, the undersigned (each) have agreed and hereby agree to assign to AGILENT TECHNOLOGIES, INC., a Delaware corporation having its principal place of business in Palo Alto, California, (hereinafter AGILENT), in furtherance of my/our obligations to AGILENT, and do hereby assign and transfer to AGILENT, its successors and assigns, the entire right, title and interest, including the right of priority, in, to and under an application for Letters Patent of the United States entitled:

METHOD AND SYSTEM FOR GENERATING LOW JITTER NRZ OPTICAL DATA UTILIZING AN OPTICAL PULSE STRETCHER

Filing date: 27 August 2003

Serial No.: _____

and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part (C-I-P's), divisionals, and renewals of and substitutes for said application for said Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or reexaminations, or extensions of said Letters Patent.

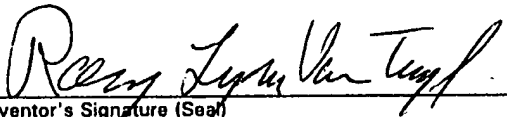
I/we additionally authorize AGILENT to file applications in my/our name for Letters Patent in any country, to be held and enjoyed by AGILENT, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, and transfer not been made;

AND I/we hereby covenant that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed and will not execute any agreement in conflict herewith, and I/we further covenant and agree that I/we will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to AGILENT, its successors, assigns, nominees or legal representatives, and I/we agree to communicate to AGILENT, or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-P's, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid AGILENT, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by AGILENT;

AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to AGILENT, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

I/we further authorize and direct AGILENT attorneys to insert the serial number and filing date of said application now identified by the attorney docket number and title set forth above as soon as the same shall have been made known to them by the United States Patent and Trademark Office.

IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):


Inventor's Signature (Seal)

Date Assignment Signed: 8/27/03

Inventor's Typed Name: Rory Lynn Van Tuyl

Date Application Signed: 8/27/03